burial at sea with the custom in such matters discharges the duty which the law imposes. But under the novel circumstances of the principal case, in the light of changing custom, due to improvements in embalming and in the rapidity of transportation, it is submitted that the decision is correct.

E. J. M.

CARRIERS—NON-DELIVERY—RESTRAINT OF PRINCES.—NORTH GERMAN LLOYD CLAIMANT OF KRONPRINZESSIN CECILIE v. GUARANTY TRUST CO. OF N. Y. AND NATIONAL CITY BANK OF N. Y. (1917) 37 SUP. CT. REP. 490.—The defendant contracted with the plaintiffs respectively to deliver shipments of gold at London *via* Plymouth and at Paris *via* Cherbourg; but was not to be liable for loss by "arrest and restraint of princes, rulers or people." When still two days from Plymouth the master received a telegram from the ship's owners at Bremen, stating, "War has broken out with England, France and Russia. Turn back to New York." The master turned back, putting into Bar Harbor, Me. The owners knew the message to be false, but the master did not. *Held,* that this was not a breach of defendant's contract. Pitney and Clarke, JJ., *dissenting.*

For a discussion of the principles involved in this case, see (1917) 26 YALE LAW JOURNAL, 247.

F. W. D.

CHARITABLE INSTITUTIONS—LIABILITY FOR TORTS.—LOEFFLER v. TRUSTEES OF SHEPPARD AND ENOCH PRATT HOSPITAL (1917) 100 ATL. (MD.) 301.—The plaintiff, a fireman properly engaged in extinguishing a fire, was injured because of the defective condition of a fire-escape in the building of the defendant, a charitable institution. *Held,* that the doctrine of *respondeat superior* does not apply in the case of charitable institutions whose funds are held in trust for special purposes.

The general rule has been to exempt charitable institutions from liability for the torts of their agents and servants. *Overholser v. National Home for Disabled Soldiers* (1903) 68 Oh. St. 236; *McDonald v. Massachusetts General Hospital* (1876) 120 Mass 432. Some courts have given as their reason for so holding that the funds should not be dissipated in giving damages since the object of the institution is a charitable one. *Jensen v. Maine Eye and Ear Infirmary* (1912) 107 Me. 408. This reason does not prevail in actions for breach of contract, as a charitable institution is liable in damages in such case. Another reason given for refusing to apply the doctrine of *respondeat superior* is that the work is not for the benefit of the institution, but for the benefit of its inmates. *Farrigan v. Pevear* (1906) 193 Mass. 147. This seems to be an inadequate reason; for in most cases it is not necessary that a principal be benefited by the servant's acts to be held liable. If the act is in the course of the servant's employment, the principal is answerable. Huffcut, *Agency,* p. 158. Still another reason given by some courts is that in cases where the person injured was seeking to obtain a benefit from the charitable institution he impliedly assumed the risk of injury due to negligence.